IN THE HIGH COURT OF JUDICATURE AT BOMBAY
ORDINARY ORIGINAL CIVIL JURISDICTION
SUMMONS FOR JUDGMENT NO. 375 OF 2005
IN
SUMMARY SUIT NO. 797 OF 2005

M/s. S.A. Contractors & Co. ..Plaintiffs.

Versus

Yogesh Mehta ..Defendant.

Mr. Harshad Mehta i/by K.R. Parekh for the Plaintiffs.

None for the Defendants.

CORAM : S. J. VAZIFDAR, J.
DATED : 23rd NOVEMBER,2005.

P.C.:

1. The suit is filed to recover the amounts based on a written agreement dated 3rd July, 2002. Under the said agreement the defendant was to sell T.D.R. to the plaintiffs at the price stipulated therein. The plaintiffs have made payment of the amount claimed in the suit, pursuant to the said agreement.

2. Clause 6 of the agreement reads as under :-

> "6. If the Party of the One Part fails to obtain the D.R.C. in its name by 31-8-2002 then in such an even the Party of the One part shall be liable to pay to the Party of the Other Part interest at the rate of 15% per

annum on the period of such delay which delay should not be more than one month in any case i.e. beyond 30-9-2002. In the event of the delay on the part of the party of the One Part in obtaining the said D.R.C. beyond 30-9-2002, then this Agreement will get terminated and on such termination the party of the one part shall refund all the sums paid by the party of the other part with interest @ 15% p.a.".

3. The T.D.R. has not been procured till today. The plaintiffs are, therefore, entitled to recover the amount paid under the said agreement. There is no affidavit in reply. There is no defence to the suit.

4. In the circumstances, the summons for judgment is made absolute and the suit is decreed as prayed.

5. Refund as per the rules.

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